

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

MIRAE ASSET SECURITIES CO., LTD.,  
Plaintiff,  
v.  
RYZE RENEWABLES HOLDINGS, LLC  
*al.*,  
Defendants.

Case No. 2:23-cv-01492-APG-NJK

## Order

[Docket Nos. 189, 205, 212]

9 Pending before the Court is non-party Snell & Wilmer's emergency motion to quash three  
10 deposition subpoenas and for a protective order.<sup>1</sup> Docket No. 189. Defendants filed a non-  
11 opposition. Docket No. 193. Plaintiff filed a response. Docket No. 198. Snell & Wilmer filed a  
12 reply. Docket No. 203. Also pending before the Court are Plaintiff's motions for leave to  
13 supplement the record on the emergency motion. Docket Nos. 205, 212. No responses were filed.  
14 See Docket. The motions are properly resolved without a hearing. See Local Rule 78-1.

## I. Background

16 On November 12, 2024, Plaintiff issued subpoenas to Charles Gianelloni, Victor Roehm,  
17 and Steve Graham, attorneys who practice at Snell & Wilmer, seeking their depositions. Docket  
18 No. 189 at 6; *see also* Docket No. 191-2 at 2-8. Snell & Wilmer requests that the Court “quash  
19 the subpoenas and/or grant the [p]rotective [o]rder and order [Plaintiff] to cooperate with Snell to  
20 reset the depositions so they can be taken at the same time for both proceedings, assuming the  
21 [f]ederal [c]ourt [a]ction continues.” Docket No. 189 at 3.

## II. Motion for Leave to Supplement the Record

Under the Court's Local Rules, “[a] party may not file supplemental pleadings, briefs, authorities, or evidence without leave of court granted for good cause.” Local Rule 7-2(g).

25 Here, Defendants and Snell & Wilmer consented to the granting of Plaintiff's motions by  
26 failing to oppose them. *See* Local Rule 7-2(d) ("failure of an opposing party to file points and

<sup>1</sup> The Court found that the circumstances did not justify granting emergency relief. Docket No. 194 at 2.

1 authorities in response to any motion...constitutes a consent to the granting of the motion.”)  
 2 Further, the Court has reviewed Plaintiff’s motions and finds that good cause has been established  
 3 to supplement the record. Accordingly, the Court **GRANTS** Plaintiff’s motions for leave to  
 4 supplement the record. Docket No. 205, 212. The Court will consider Peter Meier and Brian  
 5 Kaewert’s declarations in resolving Snell & Wilmer’s emergency motion.

6 **III. Motion for Protective Order**

7 Parties are entitled to discover non-privileged information that is relevant to any party’s  
 8 claim or defense and proportional to the needs of the case, including consideration of the  
 9 importance of the issues at stake in the action, the parties’ relative access to relevant information,  
 10 the parties’ resources, the importance of the discovery in resolving the issues, and whether the  
 11 burden or expense of the proposed discovery outweighs its likely benefit. Fed. R. Civ. P. 26(b)(1).  
 12 “The pretrial process must provide parties with efficient access to what is needed to prove a claim  
 13 or defense, but eliminate unnecessary or wasteful discovery.” *Roberts v. Clark Cnty. Sch. Dist.*,  
 14 312 F.R.D. 594, 603 (D. Nev. 2016). To that end, courts have a “duty to pare down overbroad  
 15 discovery requests.” *Id.* at 602. Courts similarly guard against discovery that creates an undue  
 16 burden on the responding party. Fed. R. Civ. P. 26(c)(1). District courts have broad discretion in  
 17 tailoring discovery narrowly. *Crawford-El v. Britton*, 523 U.S. 574, 598 (1998).

18 When a party objects to discovery and conferral efforts are unavailing, the objecting party  
 19 may seek a protective order. Fed. R. Civ. P. 26(c). The party seeking to avoid discovery bears the  
 20 burden of showing why that discovery should not be permitted. *V5 Techs. v. Switch, Ltd.*, 334  
 21 F.R.D. 306, 309 (D. Nev. 2019). The party resisting discovery must specifically detail the reasons  
 22 why each request is irrelevant or otherwise objectionable, and may not rely on boilerplate,  
 23 generalized, conclusory, or speculative arguments. *F.T.C. v. AMG Servs., Inc.*, 291 F.R.D. 544,  
 24 553 (D. Nev. 2013). Arguments against discovery must be supported by “specific examples and  
 25 articulated reasoning.” *E.E.O.C. v. Caesars Ent., Inc.*, 237 F.R.D. 428, 432 (D. Nev. 2006).

26 Snell & Wilmer requests that the depositions be postponed to a “future date after the  
 27 pleadings and claims are settled” and rescheduled in a manner “to allow one deposition to suffice  
 28 for two cases involving the same facts, witnesses, and parties.” Docket No. 189 at 10-11. Snell

1 & Wilmer also submit that “at this juncture...it is unclear whether any of the” instant matter will  
 2 remain. Docket No. 189 at 10. Snell & Wilmer bases its conclusion on the fact that it has  
 3 “learned...[Defendants] intended to dismiss [their] counterclaims against [Plaintiff] in this action  
 4 and to file a complaint pursuing the same claims in a related state court action...[and] a dismissal  
 5 would leave only [Plaintiff’s] narrow claim against [Defendants] for declaratory relief” which  
 6 leads to uncertainty whether this Court “will even retain jurisdiction.” *Id.* at 2. However, as of  
 7 the date of this order, Defendants have not dismissed their counterclaims against Plaintiff, and  
 8 Defendants’ two motions to dismiss Plaintiff’s amended complaint remain pending. *See* Docket;  
 9 *see also* Docket Nos. 163, 199. Further, the Court has ordered discovery to proceed because it  
 10 was not convinced that the motions to dismiss will succeed. *See* Docket No. 222.

11 Plaintiff submits that Snell & Wilmer filed an Anti-SLAPP motion in the state court action  
 12 which may serve to stay discovery in that action, Docket No. 212 at 3, and Judge Joe Hardy orally  
 13 announced that he was dismissing Defendants’ second amended complaint against Snell & Wilmer  
 14 with prejudice in the state action, Docket No. 221 at 2. Further, it appears that Victor Roehm’s  
 15 deposition proceeded in the state court action, without Plaintiff’s involvement, and that Defendants  
 16 and Snell & Wilmer agreed to vacate the depositions of the remaining Snell & Wilmer deponents  
 17 in that action. *Id.* The Court is not persuaded by Snell & Wilmer’s argument that the depositions  
 18 should be taken at the same time for both proceedings as Defendants’ complaint against Snell &  
 19 Wilmer has been dismissed, Snell & Wilmer has argued that discovery should be stayed in the  
 20 state court action, *see* Docket No. 217-6 at 4, and Defendants and Snell & Wilmer have agreed to  
 21 vacate depositions in the state court action.

22 Further, Snell & Wilmer submits that it is its “understanding that there is not even a  
 23 [s]cheduling [o]rder in place in” the instant matter. Docket No. 189 at 3. On April 14, 2025,  
 24 however, the Court entered a new scheduling order. Docket No. 222.

25 Lastly, Snell & Wilmer submits that the deponents are lawyers with active law practices  
 26 and that preparing for and being deposed requires a significant time investment and having them  
 27 sit for two separate depositions is burdensome and will result in cumulative, duplicative, and  
 28 wasteful discovery. Docket No. 189 at 10. A party claiming that discovery imposes an undue

1 burden must “allege specific facts which indicate the nature and extent of the burden, usually by  
2 affidavit or other reliable evidence.” *Jackson v. Montgomery Ward & Co.*, 173 F.R.D. 524, 529  
3 (D. Nev. 1997). Conclusory or speculative statements of harm, inconvenience, or expense are  
4 plainly insufficient. *See U.S. E.E.O.C. v. Caesars Entertainment*, 237 F.R.D. 428, 432 (D. Nev.  
5 2006). This argument is ill-developed as it consists of only a conclusory assertion that the  
6 deponents are too busy with their practice to attend more than one deposition. This bare assertion  
7 clearly does not suffice to meet Snell & Wilmer’s burden.

8 Accordingly, Snell & Wilmer does not meet its burden of showing why the depositions  
9 should not be permitted.

10 **IV. Motion to Quash or Modify Subpoena**

11 A motion to quash or modify a subpoena must be filed with “the court for the district where  
12 compliance is required.” Fed. R. Civ. P. 45(d)(3). If a motion to quash a subpoena is filed in a  
13 court that does not control compliance with a subpoena, that court “lacks jurisdiction to resolve  
14 the motion.” *Agincourt Gaming LLC v. Zynga, Inc.*, 2014 U.S. Dist. LEXIS 114348, at \*6 (D.  
15 Nev. Aug. 15, 2014).

16 The subpoena for Steven Graham to testify at a deposition is set to take place in Costa  
17 Mesa, California, and the subpoena for Victor Roehm to testify at a deposition is set to take place  
18 in Portland, Oregon. Docket No. 191-2 at 5, 8. Therefore, the subpoenas ordering Graham and  
19 Roehm to appear to testify at a deposition are not properly disputed before this Court, as the District  
20 of Nevada does not have jurisdiction to enforce compliance with or modify subpoenas pertaining  
21 to compliance taking place in another jurisdiction. Fed. R. Civ. P. 45(d)(3).

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## V. Conclusion

For the reasons discussed above, Snell & Wilmer's motion for protective order is DENIED.<sup>2</sup> Snell & Wilmer's motion to quash or modify subpoena is **DENIED** as to Charles Ioni and **DENIED** without prejudice to being brought in the proper jurisdiction as to Victor and Steve Graham. Docket No. 168. Plaintiff's motions for leave to supplement the record are GRANTED. Docket Nos. 205, 212.

IT IS SO ORDERED.

Dated: April 21, 2025

~~Nancy J. Koppe  
United States Magistrate Judge~~

<sup>2</sup> In its response, Plaintiff baldly requests that Snell & Wilmer be ordered to reimburse it for the fees and costs it incurred in working to schedule the depositions and for taking the non-appearances of the deponents. Docket No. 198 at 10. Courts only address well-developed legal arguments. *See, e.g., Kor Media Grp., LLC v. Green*, 294 F.R.D. 579, 582 n.3 (D. Nev. 2013); *see also* Local Rule 7-2(a) (stating all motions filed in this Court “must be supported by a memorandum of points and authorities”).